# Partnership Agreement Template

**Instructions:** This template is available to support Applicants in developing the required Partnership Agreement for the Transformative Climate Communities Program. The purpose of this document is to detail the governance structure, protocols, and other strategies to effectively sustain and grow the partnership. Applicants can adapt this format however they see fit or follow a different format, provided all required information is included. **Please be as specific as possible in this Partnership Agreement** so that the TCC Program can better assess your Application. Please review *Section 6.2. Collaborative Agreements* and *Section 9. Application* of the Guidelines before getting started.

PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR **[INSERT PROJECT NAME HERE]**

This Partnership Agreement for the Collaborative Stakeholder Structure for **[Insert Project Name Here]** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2023, by and between **[Insert Names of Entities Making up the Collaborative Stakeholder Structure Here]** (each a “Partner” and collectively the “Partners”). Although titled “Partnership Agreement,” this Agreement functions as a Memorandum of Understanding and is not intended to be legally binding.

## General Terms and Conditions

### 1. Background and Recitals

A. This Partnership Agreement is entered into pursuant to requirements of the Transformative Climate Communities (TCC) Program and **[Project Name]** proposal (“Proposal”) and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.

B. Through this Agreement, the Partners commit to work together to implement the projects identified in the Proposal if funded by the TCC grant. The Lead Applicant and Co-Applicants have developed the projects included in the Proposal with the understanding of the TCC program requirements and are prepared to lead and participate for the term of the TCC grant.

C. Through TCC, the California Strategic Growth Council (SGC) funds the development and implementation of neighborhood-level proposals with multiple, integrated projects and empowers communities to choose their own strategies for reducing greenhouse gas emissions and achieving community benefits.

D. If awarded, **[Lead Applicant]** will be the Grantee responsible for the grant from SGC ("TCC Grant") to fund a range of capacity building activities within **[Project Area]** in **[Region]** as depicted in the attachment: **[Project Area Map]**.

E. TCC Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted and ultimately approved by SGC ("TCC Grant Application"), and the Partners agreed to be Co-Applicants for the TCC Grant Application.

F. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the **[Project Name]** including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

G. Parties desire to enter into this Agreement in order to establish a collaborative stakeholder structure for matters pertaining to the TCC Grant and the implementation of the scope of work within the forenamed Project Area within **[Region]**.

H. Parties acknowledge and agree that other Partners may be added to this Agreement, decided through a democratic process amongst the Collaborative and in consultation with SGC.

I. This Agreement is entered into pursuant to requirements of the TCC Program and **[Project Name]** (“TCC Proposal”) and memorializes basic terms to govern the planning and implementation of the scope of work included in the TCC Proposal.

### 2. Roles and Responsibilities

#### 2.1 Lead Applicant

As the Lead Applicant, **[Insert Name Here]** commits to all duties and responsibilities corresponding to the Lead Applicant role under the **[Project Name]** for the term of the TCC Grant. The **[Lead Applicant]** is fully committed to the activities and deliverables of the TCC Proposal, the requirements of the TCC Grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the TCC Grant in accordance with the State of California requirements.

As Lead Applicant, the **[Lead]** responsibilities include but are not limited to:

1. Commitment to Co-Applicants
	1. Commitment to plan and implementation schedule
	2. Commitment to work collaboratively
	3. Leverage of available funds
2. Roles and Responsibilities
	1. Coordinating all components of the TCC Proposal and processing the approval of the TCC Proposal through the California Strategic Growth Council as may be necessary or appropriate;
	2. Overseeing and coordinating the TCC Proposal project;
	3. Preparing and disbursing the TCC Grant funds to Co-Applicants either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
	4. Submitting all invoices and associated summary reports, and annual reports to the TCC Program staff
	5. Participating in regular check-in meetings with TCC Program staff
	6. Providing **[Lead Applicant]** staff support during the entirety of the grant term; and
	7. Achieving and monitoring goals and associated indicators as defined by the TCC Proposal and the TCC Grant Guidelines.
3. Governance
4. Build Equitable Policies
5. **[Please use this section to describe in detail additional roles and responsibilities that are specific to the proposed Project that the Lead Applicant will fulfill in the Collaborative Stakeholder Structure. What roles are specific to the Lead Applicant? What logistical and administrative actions need to be taken to complete the proposed Projects and Strategies?]**

#### 2.2 Co-Applicants

Co-Applicants are responsible for implementing specific strategies stipulated within the Collaborative’s workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan.

The following entities will serve as Partners on **[Project Name]** for the term of the TCC Grant.

1. **[Name of Partner 1]**
	1. **[Description of specific roles in the Collaborative. What will they contribute? i.e.: Responsible for outreach, data collection, etc.; term: limited 1 year/2 years; etc.]**
2. **[Name of Partner 2]**
	1. **[Description of specific roles in the Collaborative. What will they contribute? i.e.: Responsible for outreach, data collection, etc.; term: limited 1 year/2 years; etc.]**
3. **[Name of Partner 3]**
	1. **[Description of specific roles in the Collaborative. What will they contribute? i.e.: Responsible for outreach, data collection, etc.; term: limited 1 year/2 years; etc.]**

[Insert as many Co-Applicants as needed.]

#### 2.3 Proposal Overview

**[Proposal Description and Summary]**

####  TCC Collaborative Stakeholder Structure

2.3.1 General. **[In this section, please explain how the Collaborative Stakeholder Structure is organized. Describe the overall governance structure composition and operating processes. In doing so, describe the ways residents and community stakeholders will be involved (i.e., the formation of community seats, resident committees, etc.) and what the process will be to add or remove members. Please also share a contingency plan in the case of a Partner leaves or disbands before the end of the TCC grant term.]**

2.3.2 Meetings. **[In this section, please describe the meeting facilitation procedures, including the frequency of meetings, minimum number of meetings open to the public, means for publishing meeting agenda, and notes for public access.]**

2.3.3 Decision-Making and Dispute Resolution. **[In this section, please explain the transparent and specific decision-making processes and ways the Collaborative Stakeholder Structure will handle disputes.]**

### 3. Legal and Financial Considerations

The **[Lead Applicant]** will maintain legal, fiscal and fiduciary responsibilities, including managing grant funds in accordance with SGC regulations, policies and guidelines. The **[Lead Applicant]** is responsible for the development and submission of all reports to TCC Program staff and additional funding agencies, bookkeeping, accounting, and grant compliance services.

3.1 Legal Relationship. **[In this section, please explain the process and detail regarding any legal relationships. I.e., Nonperformance, Term and Termination, Conflict of Interest, etc.]**

3.2 Financial Relationship **[In this section, please explain the process and detail regarding any financial relationships between the Grantee and Partners, such as reimbursement terms and process.**

The **[Lead Applicant]** and each Co-Applicant shall have equal standing and collective accountability for implementing grant program requirements within the Collaborative Stakeholder Structure. The **[Lead Applicant]** does not assume liability for any third-party claims for damages arising out of this Agreement and each Co-Applicant does not assume liability to SGC for damages arising out of this Agreement.

### 4. Equal Opportunity

The **[Lead Applicant]** and Co-Applicants are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee’s protected status. The **[Lead Applicant]** and Co-Applicants will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The **[Lead Applicant]** will take prompt and effective remedial action upon discovery of such conduct.

### 5. Miscellaneous Provisions

This Agreement may be revised during Post-Award Consultation or upon written agreement of the parties to comply with all administrative, statutory, and TCC Program requirements. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_\_\_\_\_\_\_, 2023.

Lead Applicant Signature line

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name of Lead Applicant, name of authorized signatory and their role in the organization.]

Co-Applicant 1 Signature Line

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name of co-applicant, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 2 Signature Line

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name of co-applicant, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 3 Signature Line

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name of co-applicant, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 4 Signature Line

[Insert as many Co-applicant signature lines as needed. All parties to this agreement should sign.]